

AGREEMENT BETWEEN CITY OF BLOOMINGTON AND RECREATIONAL SPORTS OFFICIALS ASSOCIATION

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the City of Bloomington (hereinafter called the "City") and Recreational Sports Officials Association (hereinafter called "RSOA").

WITNESSETH:

WHEREAS, the City facilitates several basketball, softball, touch football and volleyball leagues during the year and has a need for trained and qualified officials to officiate these games; and

WHEREAS, RSOA is an organization of officials who are trained and qualified to officiate such games; and

WHEREAS, the City and RSOA desire to contract for the provision of RSOA officials to officiate City facilitated softball, touch football, volleyball and basketball games during the identified term of the agreement; and

WHEREAS, Phil Gladhill and Jared Hoflock, respectfully President and Treasurer of RSOA, have been authorized to enter into agreements on behalf of RSOA; and

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement shall be from April 1, 2015 – March 31, 2017, subject to termination as provided in Article VII.

II. DUTIES OF RSOA

- A. RSOA agrees to recruit, train and assign registered, sanctioned professional officials in proper uniform to officiate games scheduled in the following City facilitated leagues:
 - 1. Adult Softball – 2015 and 2016 summer and fall regular season and playoff games. This includes slow pitch games that would be classified as men's,

- women's or co-recreational. RSOA will provide one (1) official for each softball game.
2. Men's Adult Touch Football – 2015 and 2016 fall regular season and playoff games. RSOA will provide three (3) officials for each touch football game.
 3. Adult Volleyball – 2015 and 2016 summer sand, fall and winter regular season and playoff matches; and 2017 winter regular season and playoff matches. This includes matches that would be classified as women's and co-recreational. RSOA will provide one (1) official for each volleyball game.
 4. Men's Adult Basketball – 2015-2016 and 2016-2017 winter regular season and playoffs games. RSOA will provide two (2) officials and one (1) scorekeeper for each basketball game.
- B. Upon request from the City's League Director, RSOA will provide a representative at each sport's "managers' meeting" to educate the participants of the game rules.
- C. RSOA agrees that it will follow the league policies and rules (hereinafter "Rules") as provided by the City's League Director in officiating City facilitated games. The Rules may be amended prior to each league season and RSOA agrees to follow amended Rules.
- D. RSOA will provide assistance in the revising and amending the Rules to improve the quality of the playing experience for the participants.
- E. The books, records, documents and accounting procedures and practices of RSOA relevant to this agreement, are subject to examination by the City and either the legislative or state auditor as appropriate, pursuant to Minnesota Statute 16C.05, Subdivision 5.
- F. RSOA, or the individual official, shall maintain general liability insurance in the following amounts during the term of this Agreement; Bodily injury in the amount of at least five hundred thousand (\$500,000) dollars per individual and one million, five

hundred thousand (\$1,500,000) dollars for injuries and death arising out of each Occurrence; Property damage liability in the amount of one million, five hundred thousand (\$1,500,000) dollars for each Occurrence. RSOA further agrees to name the City as additional insured on the insurance policies and to provide a certificate of said insurance to the City prior to commencing work on the Performance. RSOA agrees to notify the City thirty (30) days prior to cancellation or a change in any of the aforementioned insurance policies.

III. DUTY OF THE CITY

- A. The City will provide schedule requests to RSOA a minimum of one (1) week prior to start date of each league's season. Revised schedules will be provided to RSOA as they become available.
- B. The City agrees to monitor the quality of service officials provide, and supply RSOA with feedback regarding the officials assigned to City facilitated leagues.
- C. The City agrees to reserve and pay costs for meeting space for RSOA at the Bloomington Armory or Bloomington City Hall for the purpose of training and educating prospective officials. RSOA will have a maximum of eight hours per league season that the City will reserve for its usage.

IV. FEES AND PAYMENT

- A. The City agrees to pay the amounts listed below for games officiated by RSOA.
 - 1. Slow Pitch Softball \$26.25 per 2015 game
 \$26.50 per 2016 game
 - 2. Touch Football \$68.25 per 2015 game
 \$69.75 per 2016 game
 - 3. Basketball \$69.75 per 2015-2016 game
 \$70.50 per 2016-2017 game
 - 4. Volleyball \$26.50 per 2015 and 2016 winter season match
 \$27.00 per 2016 and 2017 winter season match

- B. An additional \$10 fee will be paid to RSOA if the City requests an official to officiate one (1) game during an evening.
- C. In the event of forfeit, game cancellation or suspension, payment shall be made as follows:
 - 1. Full fee will be paid to RSOA if the game is not played due to a forfeit.
 - 2. No fee if the game is cancelled prior to 4:30 of game day by the City.
 - 3. \$10 travel fee will be paid to RSOA for each official for games that are cancelled after 4:30, but prior to the first scheduled game of the evening.
 - 4. A pro-rated fee will be paid to RSOA for games that are suspended in the middle of play or are the continuation of a game that had been previously suspended.
- D. RSOA will invoice the City on a monthly basis for all games they have officiated the previous month. The City will process payment within thirty (30) days from the date the invoice is received.

V. INDEPENDENT CONTRACTOR STATUS

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship between the parties hereto or as constituting the RSOA's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. RSOA and its staff, agents and independent contractors are to be and shall remain an independent contractor with respect to all services performed under this Agreement. RSOA represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel or independent contractors of RSOA or other persons, while engaged in the performance of any work or services required by the City under this Agreement, shall not be considered employees of the City, any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such persons or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against RSOA, its officers, agents, contractors or employees shall in no way be the responsibility of the City; and RSOA shall defend, indemnify

and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment compensation, disability, severance pay and PERA.

VI. MISCELLANEOUS

- A. RSOA, including its officials, employees, agents and independent contractors, shall defend, indemnify and hold harmless the City of Bloomington, its officials, employees and agents, from any and all claims, causes of action, lawsuits, damages, losses, or expense, including attorney fees, arising out of or resulting from RSOA's (including its officials, employees, agents and independent contractors) performances of the duties required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of RSOA, including its officials, employees, agents and independent contractors.

- B. RSOA agrees to comply with the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought by third parties alleging a violation of ADA and/or Section 504 by RSOA. The City of Bloomington does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs or activities. The City has designated coordinators to facilitate compliance with the Americans With Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.

- C. This Agreement will be governed by the laws of the State of Minnesota and RSOA agrees to comply with all applicable federal, state, and local laws, rules and regulations.
- D. This Agreement shall not be assignable except at the written consent of the City.
- E. This Agreement represents the entire Agreement between RSOA and the City, and supersedes and cancels any and all prior agreements and proposals, written or oral, between the parties relating to the subject matter hereof. All amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.
- F. RSOA agrees to publish the Minnesota Relay Service (711 number) on all materials where a phone number is published.
- G. RSOA shall comply with Minnesota Statute 363, the Minnesota Human Rights Act.
- H. The City and RSOA agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Conflict Resolution Center, 2101 Hennepin Avenue Suite 100, Minneapolis, Minnesota, 55405. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event mediation is successful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.
- I. RSOA agrees, as a condition of being awarded this Contract, to require each of its agents, officials, employees and independent contractors to abide by the City of Bloomington's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this Contract. RSOA agrees and understands that a

violation of any of these policies or rules constitutes a breach of the Contract and sufficient grounds for immediate termination of the Contract by the City.

- J. In the event game are cancelled and need to be rescheduled, both parties may agree to extend the term of this Agreement to cover the rescheduled games.
- L. If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable such decision shall not affect the validity of any remaining terms or conditions in this Agreement.
- K. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. In the event the Contractor did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of the Contractor, as set forth herein, personally. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

VII. TERMINATION

Either party may terminate this Agreement for any reason upon giving thirty (30) days' advanced written notice to the other party.

The City reserves the right to cancel this Agreement at any time in event of default or violation by the Contractor of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

[REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

RECREATIONAL SPORTS OFFICIALS ASSOCIATION

DATE _____

Signature _____

By Its _____

Signature _____

By Its _____

CITY OF BLOOMINGTON

DATED: _____

By _____
City Manager

By _____
Mayor

Reviewed and approved by City Attorney.

City Attorney

WAIVER AND RELEASE

The undersigned, acknowledges that they are an independent contractor providing officiating duties on behalf of Recreational Sports Officials Association (hereinafter called RSOA), and, for and in consideration of the City of Bloomington's (City's) waiver of its standard insurance requirements for its contractors and their subcontractors, does hereby consent and agree to the following:

1. The undersigned does hereby release the City and its officials, employees, and agents, from and against any and all claims, liabilities and damages caused in whole or in part by the undersigned arising out of the performance of their duties as outlined in the agreement between the City and RSOA dated _____, 2015
2. The undersigned shall indemnify, defend and hold harmless the City of Bloomington, its officials, employees, and agents, from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney fees, arising out of or resulting from the undersigned's (including its officials, agents, or employees) performance of his/her duties as outlined in the agreement between the City and RSOA dated _____, 2015.
3. The undersigned certifies that he/she is an independent contractor and nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the City of Bloomington and the undersigned; that he/she has had an opportunity to review this Waiver and Release and to have it reviewed by an attorney of his/her choosing; that he/she is familiar with and understands the risks of performing the duties outlined in the agreement between the City and RSOA dated _____, 2015; that he/she assumes all associated with the performance of these duties and does not expect to receive any aid, comfort, assistance, direction or any other duty or obligation from any of the City, its officers, agents or employees, and understands that the conduct, control and manner of the performance of their duties as outlined in the agreement between the City and RSOA lies solely with the undersigned.

Dated: _____

Name: _____

Address: _____

Signature: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BOLLINGER, Inc. 101 JFK PARKWAY SHORT HILLS, NJ 07078 PHONE: 1-800-448-5311 FAX: 973-921-2876	CONTACT NAME:	
	PHONE (A/C No. Ext): 800-448-5311	FAX (A/C No.): 973-921-2876
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Market Insurance Company	
INSURED Amateur Softball Association and Members of the Minnesota ASA Indiv Reg Program Dan Pfeffer 8913 Willowby Crossing Maple Grove, MN 55311	NAIC # 38970	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		3602AH230069-14	1/1/2015	1/1/2016	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$200,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000*
	<input checked="" type="checkbox"/> Participants Liab						PERSONAL & ADV INJURY	\$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$5,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			*Non-participants only			PRODUCTS - COMPOR AGG	\$2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IH)	Y/N <input type="checkbox"/>	N/A				E/L EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E/L DISEASE - EA EMPLOYEE	\$
							E/L DISEASE - POLICY LIMIT	\$
A	OTHER Accident Medical Full Access			4102AH220317-15	1/1/2015	1/1/2016	Med Max: \$250,000 \$2-week Benefit Period. Deductible applies.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

COVERAGE UNDER THIS POLICY SHALL APPLY TO LIABILITY OF THE INSURED ARISING OUT OF THE ADMINISTRATION, PLAY OR PRACTICE OF AMATEUR SOFTBALL/BASEBALL, BUT ONLY FOR INCIDENTS INVOLVING BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED. THIS CERTIFICATE IS ISSUED ON BEHALF OF: RSOA

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
John Stutzmann
1800 West Old Shakopee Road
Bloomington, MN 55431

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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